

December 21, 2018

Cherylle Corpuz, Esquire

RE: Offer of Employment

Dear Cherylle:

This letter sets forth the terms of the relationship with the Law Offices of Manuela Morais ("Law Offices" or the "Firm") and Cherylle Corpuz ("Attorney" or "you") as follows:

1. Employment Status. You will be hired by the Firm and engaged on a salaried basis as an "Attorney". You will provide services to the Firm's clients on an "as needed" basis, as requested by the Firm. Your anticipated start date is on or prior to February 1, 2019. As standard in the practice, there is a 90 day probation period.
2. Pay. The Firm will pay you at the rate of \$150,000.00 yearly. You will be required to keep a record of the time worked on all Firm matters for payroll purposes. You will have an online login to accomplish this. In addition to your salary, you will also receive 10% commission of the legal fee for each matter you bring to the firm. Commissions will be paid monthly, by the 15th or with the first pay period of the following month for the preceding month once the matter is paid in full by the client.
3. Hours. Hours may fluctuate. Your anticipated days and hours will be Monday through Friday, 8:30 am to 5pm.
4. Benefits. The waiting period for benefits is 30 days. Upon completion of your 30 day probation, benefits will begin. 401K will begin on your one-year anniversary with the firm. The company contributes 3% of your annual salary to your 401K.
5. Location. You will render services from the office location at 101 W. Main Street, Suite 101, Moorestown, New Jersey.
6. Ethics Requirements. Attorney will provide services in compliance with all applicable ethical requirements and rules of professional responsibility.
7. Legal Services. Except with the Firm's advance written consent, you will not provide legal or other services on a similar independent Attorney Associate or of counsel basis to any other law firms, and you will not provide legal or other services on behalf of the Firm to Firm clients other than matters assigned to you by the Firm.
8. Conflicts. During any time that you are working on client matters for the Firm, you will need to let us know about any other clients for whom you may be providing services. We need to ensure there is no conflict or concern in having you continue work on the matters on which you are engaged.
9. Professional Liability Insurance. The Firm's professional liability insurance policies will provide coverage for any work you perform on behalf of the Firm. You should fully cooperate with the Firm in connection with any claims arising out of your representation of any Firm client or Firm business.

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10. Confidentiality of Information. We believe that we are obliged to take the extra precaution to formalize and document the usual understanding that the confidentiality of all client information in emails and voicemails that you review will remain confidential.

11. Compliance with Law and Firm Policies. You hereby agree to fully comply with (i) all applicable laws, regulations, and rules; and (ii) all Firm policies, including but not limited to Firm policies regarding timekeeping, billing, sexual harassment, etc. You acknowledge that your compliance with the foregoing is a condition to the payment of all compensation pursuant to this Agreement.

Under the Rules of Professional Conduct, the Firm is required to preserve the confidentiality of (i) all information relating to the representation of its clients, (ii) Client Confidential Information (defined below) consisting of materials produced in discovery in litigation whose confidentiality is governed by court orders and/or confidentiality agreements entered into between parties to litigation, and (iii) Client Confidential Information provided by parties to prospective transactions that have been provided pursuant to the terms of non-disclosure agreements. All such Client Confidential Information must be maintained as confidential by you. You agree to take all reasonable steps in the handling of such Client Confidential Information to maintain the confidentiality of Client Confidential Information, confidentiality orders and confidentiality agreements and contractual obligations as set forth in this Section. You recognize that you must perform the services in a manner that reasonably protects any information of Client or its clients (such information hereafter referred to collectively as "Client Confidential Information") that may be disclosed to you hereunder from improper use or disclosure. You agree to treat Client Confidential Information on a confidential basis. You further agree that you will not disclose any Client Confidential Information without the Firm's prior written consent to any third party. The terms of this Agreement will be considered to be Confidential Information of both parties.

12. Document Retention/Destruction. You agree to comply with our policies relating to document retention and destruction.

13. Termination. Following the Commencement Date, either you or the firm may terminate this agreement at any time prior to the expiration of the Term upon thirty (30) days prior written notice. In the event of such termination, you shall not be permitted to open new matters during the notice period. In addition, in the event of such termination, we mutually agree (i) not to solicit each other's clients; provided, that nothing shall prevent any client from seeking the legal services of either you or the firm; and (ii) not in any manner to disparage you, the Firm, the Equity Partners, or any other member or associate of the Firm.

14. Effect of Termination. Upon termination of this Agreement for any reason, your right to any compensation under this Agreement shall immediately cease, and you shall be entitled to receive only those amounts earned for Services prior to the effective date of such termination.

15. Disputes. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of New Jersey, without regard to conflicts of laws. Venue for any and all actions under this Agreement shall lie solely in Burlington County, State of New Jersey, and the parties waive any objections they may have to such venue. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered by this Agreement shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out of pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

16. Limitation of Liability. Under no circumstances shall Company be liable to you for any lost profits, indirect, consequential, incidental, or punitive damages for any claims arising out of this Agreement or the breach of this Agreement, whether such claims sound in tort, contract, or otherwise. Company's total cumulative liability in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of fees owed by Company to Attorney for Services performed under this Agreement.

17. Miscellaneous Provisions. Services at Company Facilities. You are required to enter Company's facilities in connection with the provision of Services, and you shall be subject to, and shall comply, with all Company security requirements and procedures.

Advice of Counsel. Each party acknowledges that, in executing this Agreement, the party has read and understands all of the terms and provisions of this Agreement and has had the opportunity to consult with legal counsel or has waived the right to do so.

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Entire Agreement. This letter agreement constitutes the entire agreement between us relating to the subject matter hereof, may not be amended except in a written amendment signed by both you and the Firm, and will be governed by the substantive laws of the State of New Jersey without reference to choice of laws principles.

10. Employment Eligibility

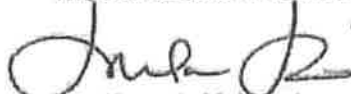
This offer is contingent upon you satisfying the eligibility requirements for employment in the United States form I-9. We will need to complete Part 1 of this form on the first day of your employment. Evidence of your identity and eligibility to work in the U.S. must be provided no later than the third day of your employment.

The terms and conditions stated in this letter supersede any prior verbal representations made during the employment process, and your offer is made subject to the Firm's employment policies and procedures. To indicate your acceptance of this offer of employment, please return a signed copy of this employment letter to me by Friday, December 28, 2018. Should you not respond by this date, this offer will be deemed rejected by you, and further, rescinded by the Firm.

Please contact me if you have any questions regarding your employment prior to your starting date.

I am very pleased that you have decided to join my Firm, and I believe that you will find your employment enjoyable and challenging, and a positive personal and professional experience.

The Law Offices of Manuela Morais


By: Manuela M. Morais

Agreed as Above:


Cherylle Corpuz

01/04/2019
Date